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Wichita, Kansas Unified School District 259 Board of Education and Service Employees Union, AFL-CIO, Local 513 (1983)

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Wichita, Kansas Unified School District 259 Board of Education and Service Employees Union, AFL-CIO, Local 513 (1983)

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AGREEMENT

BETWEEN

The Board of Education

of

USD 259

Wichita, Kansas

AND

The Service Employees' Union

Local No. 513

AFL-CIO, CLC

JULY 1, 1983 — JUNE 30, 1985



4/6/85

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1983-1984

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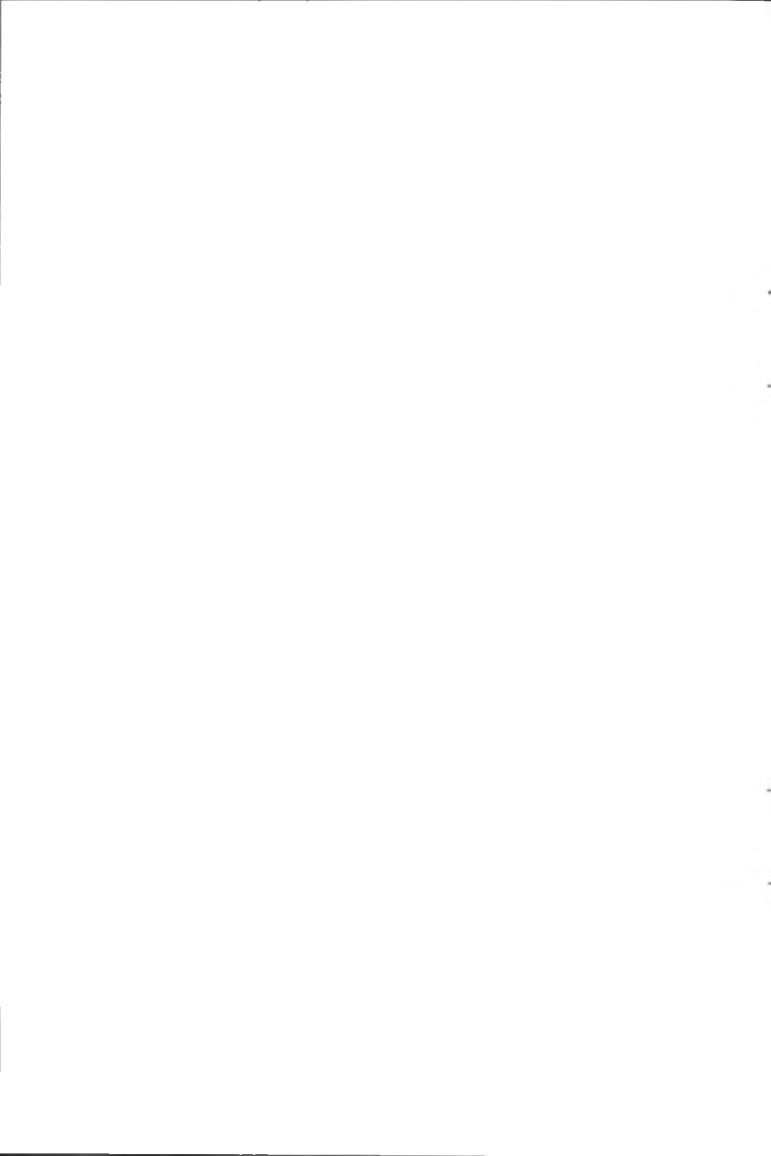
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**Agreement Between
The Board of Education
of Unified School District 259,
Wichita, Kansas
and
The Service Employees' Union
Local No. 513, AFL-CIO, CLC**

PREAMBLE

This statement of understanding is made and entered into following meetings as specified in the Kansas Public Employee Relations Act. The terms of this statement of understanding, hereinafter called agreement, apply only to those employees who are included in the bargaining unit which was certified by the Kansas Public Employee Relations Board on January 19, 1973, and as are set forth in Article I, B. Such unit members, hereinafter called employees, have ratified this agreement. This agreement has been ratified by the Board of Education of Unified School District 259, Sedgwick County, Kansas, and Service Employees' Union Local No. 513, AFL-CIO, CLC, hereinafter called the Union, and this agreement shall constitute Board policy for the period specified. The agreement between the Board and the Union is to be for a term of two (2) years beginning July 1, 1983, and ending June 30, 1985, but either the Union or the Board will have the option to open specifically only as to compensation, employment benefits, paid holidays and recommendations

of joint committees, and for the period July 1, 1984, to June 30, 1985. By mutual agreement between the Union and the Board, this agreement may be opened as to any other change or modification. Any subsequent statements of understanding which result from such reopening shall be set forth and made an amendment to this agreement and when ratified by the employees and the Board shall constitute a change in this policy. The parties agree to commence meet and confer meetings by February 1 of each year.

ARTICLE I: RECOGNITION

- A. The Board recognizes the Union as the exclusive representative for the purpose of meeting and conferring and the settlement of grievances for those designated in the bargaining unit.
- B. The bargaining unit shall consist of all employees of Unified School District 259 who are employed in permanent positions for twenty (20) or more hours per week and are paid on ranges A through J of the Classified Salary Schedule. However, the unit shall not include any such person who is designated as a security employee or a confidential employee.

ARTICLE II: CLOSURE CLAUSE

Both the Board and the Union acknowledge that all mandatory subjects have been discussed and neither party has any right to meet and confer further on these or any other subjects during the term of this agreement except by mutual consent or as otherwise expressly provided herein.

ARTICLE III: MANAGEMENT'S RIGHTS

The Union acknowledges that the Board and the Superintendent have certain exclusive statutory rights and responsibilities which they may not surrender and except as expressly provided otherwise by this agreement or by law, the Board shall retain its rights to make, amend, or execute decisions and policies that are necessary to operate and maintain the program of the school district and to otherwise carry out its lawful rights and responsibilities. Neither shall anything in this agreement be construed to limit the statutory power and duty of the Superintendent. Such rights of the school district include but are not limited to: direct the work of the employees; hire, promote, demote, transfer, assign, or retain employees in positions within the public agency; suspend or discharge employees for proper cause; maintain the efficiency of governmental operations; relieve employees from duties because of a lack of work or for other legitimate reasons; take actions as may be necessary to carry out the mission of the school district in emergencies; and to determine the methods, means, and personnel by which operations are to be carried on, including sub-contracting if such is deemed desirable.

ARTICLE IV: SAVINGS CLAUSE

Any paragraph of this agreement or any action pursuant thereof which is contrary to law shall be null and void, but the remainder of the policy shall remain in full force and effect.

ARTICLE V: EMPLOYEE RIGHTS

Employees shall have the right to form, join, and participate in the activities of employee organizations of their own choosing. Employees shall also have the right to refuse to join or participate in activities of employee organizations.

ARTICLE VI: PAYROLL DEDUCTIONS

- A. The Board agrees that whenever duly authorized by any employee on a form or forms appropriate for such purpose and consistent with the regulations established by the Business Services Division, payroll deductions shall be made and paid over in accordance with such form or forms for any or all of the following purposes:
 - 1. Donations to the Friendship Fund
 - 2. Payments to the Credit Union of America
 - 3. Union dues
 - 4. Recreation Area for Teachers (RAFT)
 - 5. Wichita Supplemental Annuity (if eligible).
 - 6. Uniforms
- B. The Union shall develop and the Board shall approve a dues authorization card which shall provide for the cancellation of union dues only once during the year, which date shall be July 1 each year, unless the employee terminates employment with the school district. Such dues deduction authorization may specify that it will continue each year and will continue in effect from year to year unless terminated as specified on the authorization card.
- C. The Union shall indemnify and hold harmless

the Board of Education from any and all claims, demands, suits, or other forms of liability (including specifically costs and attorney fees) that shall arise out of or by reason of any action taken or not taken by the Board for the purposes of complying with the provisions of Paragraph B or the authorization form.

- D. The Union may submit new payroll deduction authorization cards on a monthly basis. Such cards shall be submitted on or before the fifth of each month and should be representative of employees who have successfully completed their probationary employment status.
- E. Employees shall be eligible to participate in a tax-sheltered annuity plan established pursuant to United States Public Law No. 87-370 consistent with the regulations established by the Business Services Division.

ARTICLE VII: HOURS OF WORK

- A. Work shall normally be conducted during two shifts. The first shift consists of day hours, and the second shift consists of evening hours (second shift consists of any regular shift which begins at 2:00 p.m. or later but before 10:00 p.m.). Custodial coverage at the School Service Center requires a third shift assignment which begins at 10:00 p.m. or later but before 6:00 a.m.
- B. The working hours for specific positions are as follows:
 - 1. *Maintenance Personnel*: Base schedule, forty (40) hours per week, 7 a.m. to 4 p.m.,

Monday through Friday, with one-half hour or one-hour lunch period to be determined by needs of respective departments. The Roofing Department working schedule is based on a four-day, ten-hour per day work week. Short-term experimental four-day, ten-hour per day working schedules, and other flexible schedules may be initiated by the Administration in selected areas where there is mutual agreement on the part of management and the selected department personnel.

2. *Supply and Distribution*: Base schedule, forty (40) hours per week. Regular Monday through Friday weekly schedules are determined by the starting time of schools and Plant Facilities with one-half hour or one-hour lunch period to be determined by the respective departments.
3. *Custodial Personnel*: Base schedule, forty (40) hours per week. Regular Monday through Friday weekly schedules are provided individual classifications.
4. *Aides and Instructional Paraprofessional Personnel*: The nature of the work of an Aide and an Instructional Paraprofessional shall determine the normal schedule. Aides and Instructional Paraprofessionals shall be informed of their respective schedules at the time of employment by the Personnel Services Division and of any subsequent changes by the immediate supervisor.
5. *Food Service Personnel*: Working schedules are determined by the guidelines approved

for establishing food service allocations. The food service manager will provide the time schedule for each food service employee, which will include a one-half hour lunch period.

- C. Nothing herein shall be construed as guaranteeing any employee any number of hours of work per day or week. Work schedules may be changed by the administration, and such schedules may vary from the base work schedule. However, an employee is to be paid for any additional time worked at the request of the employee's supervisor.
- D. All employees shall be allowed a rest period if their regular daily schedule calls for more than four (4) continuous hours of work. Rest periods may be flexible, but shall generally be consistent with the following recommended schedule:

Daily Hours Worked	Suggested Rest Periods	
8 hours	15 minutes	15 minutes
7½ hours	15 minutes	10 minutes
7 hours	15 minutes	10 minutes
6½ hours	10 minutes	10 minutes
6 hours	10 minutes	10 minutes
5½ hours to 4 hours	15 minutes

ARTICLE VIII: COMPENSATION

- A. The salaries of employees covered by this agreement are set forth in the salary schedule in Appendix A which is attached to and incorporated into this agreement.
- B. An individual employee of the Wichita School System will be placed on a range as identified in the Board-approved Classified Per-

sonnel Classification Plan. The exact step on the range will be determined by the Division of Personnel Services after consideration of the individual's prior work, education and/or training.

- C. Increment or step increases are included in the wage and salary schedule to recognize and reward individual merit, to recognize changes in responsibility based upon assignment, and to reward length of service.
- D. Normal advancement on the salary schedule would include one (1) step for each satisfactory anniversary evaluation. Advancements above the mid-point, Step 6, on the salary schedule must be justified by an overall evaluation of "Meets Expectations" or "Exceeds Expectations" in order to receive a pay increment.
- E. Certain employees, due to the nature of their jobs, are required and/or encouraged to qualify for and obtain licenses from the City of Wichita or governmental bodies. In such instances, the Board shall compensate the individuals having such a license which is recommended for reimbursement according to the following categories:

Master	\$30.00/mo. or 17¢/hr
Journeyman (Male or Female)	\$15.00/mo. or 9¢/hr.
Certified Boiler Welder	\$15.00/mo. or 9¢/hr.
Contractors Concrete License	\$15.00/mo. or 9¢/hr.
Contractors Roofing License	\$15.00/mo. or 9¢/hr.

First Class

Radio-Telephone \$30.00/mo. or 17¢/hr.

Second Class

Radio-Telephone \$15.00/mo. or 9¢/hr.

General Contractor \$30.00/mo. or 17¢/hr.

Such payment shall be consistent with the procedures which have been set down in Board policy for payment for special licenses.

- F. Food service employees on Ranges A through J who qualify for certificates awarded by the American School Food Service Foundation will receive an additional ten (10) cents per hour upon receipt in the Personnel Office of proof of certification.
- G. Employees are responsible for submitting evidence of job or career-related training to their immediate supervisor who shall forward such material to the Personnel Services Division for placement in their respective personnel files.
- H. Full-time classified employees placed on Ranges A through J who are required to work a second shift which begins at 2:00 p.m. or later but before 10:00 p.m. shall be paid twenty-five cents (25c) second shift differential pay per hour.
- I. Full-time classified employees placed on Ranges A through J who are required to work a third shift which begins at 10:00 p.m. or later but before 6:00 a.m. shall be paid thirty-five cents (35c) third shift differential pay per hour.
- J. An additional twenty-five cents (25c) per hour is paid to eligible employees when assigned to spray painting.

- K. An additional seventy-five cents (75c) per hour is paid to eligible employees when assigned to sandblasting.
- L. An additional twenty-five (25c) per hour will be paid to eligible employees in the craft departments when working conditions are identified by the employees as justifying such differential and when the need is verified by the supervisors.
- M. An additional one dollar (\$1.00) per hour shall be paid eligible employees when working with pitch.
- N. An additional forty cents (40c) per hour shall be paid for all hours worked on Saturday, Sunday and holidays to eligible employees who are required to work Saturday, Sunday or holidays as part of their regular work week.
- O. Paid holidays covered by this agreement are shown in Article X and are included in determining the number of paid working days in a pay period for computing fractional or part-time work by employees.
- P. Permanent classified employees who work (20) hours or more per week are eligible for longevity payment if they meet the established qualifications.
 - 1. An employee's longevity shall be determined by counting the years of continuous service as an employee of Unified School District 259 in any position which is permanent and requires a working schedule of twenty (20) hours or more per week.
 - 2. Any discontinuity in employment, regard-

less of length, shall result in full loss of longevity.

3. Classified employees on Ranges A through J of the Classified Salary Schedule shall qualify for longevity payments according to the following schedule:

10 to 14 years	1% of July 1 base salary
15 to 19 years	2% of July 1 base salary
20 to 24 years	3% of July 1 base salary
25 or more years	5% of July 1 base salary

4. The percentages specified in item three (3) above shall be applied to the employee's base salary as of July 1 excluding all licenses, certificates, differentials, overtime, etc., and shall not be affected by any increases due to merit, reclassification, or adjustment occurring after July 1.
5. To be eligible for a particular longevity category in item three (3) above, an employee must have started that number of years of continuous service on or before July 1.
6. All longevity payments shall be made in December in accordance with regular payroll procedures and shall be subject to all applicable deductions. Any employee whose employment terminates prior to December 1 shall receive no part of any longevity payment.

ARTICLE IX: OVERTIME PAY

- A. Employees who are required to be on duty on holidays observed by the Board will receive overtime pay. Employees shall receive hourly rates as follows:

1. Two (2) times their regular hourly rate plus the Board-paid holiday rate, if eligible, for work required on the days listed in Article X, A. If employees are called back to work at any time other than their regular working schedule, such employees will be paid three (3) times their regular hourly rate for all hours worked on national Board-approved holidays which fall on Monday through Friday, unless the employees at their own option choose to report other than during regular working hours. If employees are called back to work during the above days, and during their regular working schedule, the employees will receive two (2) times their regular hourly rate plus Board-paid holiday rate, if eligible, for work required during their regular assigned shift.
 2. One and one-half ($1\frac{1}{2}$) times their regular hourly rate plus the Board-paid holiday rate, if eligible, for work required on the days listed in Article X, B.
- B. Employees called back to work on Sunday shall earn two (2) times their hourly rate, unless Sunday is a Board-recognized national holiday, in which case the employees shall be paid three (3) times their hourly rate.
- C. Employees called back to work on a Saturday which is not a holiday shall receive one and one-half ($1\frac{1}{2}$) times their regular hourly rate provided the employees have been in pay status (a 40-hour work schedule) prior to the Saturday assignment.

- D. Employees shall be paid one and one-half ($1\frac{1}{2}$) times their regular hourly rate for all assigned hours exceeding a forty (40) hour work week (40 hours in pay status) which are assigned during Monday through Friday and are not identified in A, 1 or A, 2 above.
- E. A "call back" to duty shall be considered not less than two (2) hours' work performed. Employees called to work under special circumstances, such as snow removal, will be allowed to work overtime and a regular shift.
- F. In cases of major emergency work, designated employees will receive overtime and overtime pay according to the stipulations set forth in the Board policy entitled "Major Emergency Work."
- G. All earned or accrued leaves of absence with pay and paid holidays will be credited as time worked in determining eligibility for overtime pay.
- H. All qualified classified employees shall be given an equitable opportunity for overtime work. All employees who are qualified to perform an overtime assignment shall be rotated in overtime assignments as evenly as possible. The distribution of overtime shall be the responsibility of the administrator or supervisor of the work to be done. Employees shall keep the administrator or supervisor informed concerning their availability for overtime work. In the event a qualified employee is not available on a voluntary basis for necessary overtime work, the supervisor may appoint an employee to fill the overtime assignment. A list shall be

maintained by the supervisor showing such assignments.

- I. Food Service personnel are paid one and one-half ($1\frac{1}{2}$) times base rate for unusual or irregularly scheduled assignments (evening dinners, teas, etc.) which are approved by the Director of Food Service when such work is begun after their regular first shift has ended. (Normally there would be a period of time between the two work periods.)
- J. Final determination in the authorization of overtime work and personnel selected is the responsibility of the appropriate administrator, building principal, Director of Plant Facilities, or their designated representatives.

ARTICLE X: HOLIDAYS

- A. The Board shall adopt a calendar which recognizes the following national holidays for 1983-1984: Independence Day, Monday, July 4, 1983; Labor Day, Monday, September 5, 1983; Thanksgiving Day, November 24, 1983; Memorial Day, Monday, May 28, 1984.
- B. In addition, the Board recognizes the following days as Board-adopted holidays for 1983-1984: Friday, November 25, 1983; Monday, December 26, 1983; Friday, December 30, 1983; Monday, February 20, 1984; Monday, March 26, 1984; Tuesday, March 27, 1984; Wednesday, March 28, 1984; Thursday, March 29, 1984; Friday, March 30, 1984; Friday, June 1, 1984; Monday, June 4, 1984.
- C. June 1 and 4, 1984 may be used for make-up days if needed.

- D. Full-time employees shall be paid their regular daily rate for their normal shift assignment for the above holidays provided they are in pay status immediately before and after the holiday.
- E. Instructional Paraprofessionals, Aides, and Food Service Employees shall be paid if eligible their regular daily rate for the following holidays: Labor Day; Thanksgiving (2 days); Christmas (1 day); New Year's (1 day); George Washington's Birthday (1 day); Spring Recess (5 days); and May 28, 1984. The Director of Food Service may adjust holiday work schedules to meet the needs of the food service program, and any such adjustments shall not make any affected employee eligible for overtime pay.

ARTICLE XI: VACATIONS

- A. Vacation with pay is granted to full-time classified personnel employed in positions requiring a 260, 230 or 220 day working schedule. A minimum of ten (10) days and a maximum of twenty (20) days paid vacation is granted based on continuous years of employment for personnel working the 260 day schedule; a minimum of seven (7) days and a maximum of twelve (12) days paid vacation is granted based on continuous years of employment for personnel working the 230 day schedule; and, a minimum of five (5) days and a maximum of ten (10) days paid vacation is granted based on continuous years of employment for personnel working the 220 day schedule.

- B. The date for determining vacation eligibility and for computing credit is July 1. If employed between July 1 and December 31, employees will receive one (1) year credit on a continuous employment basis. At the end of three (3) years of continuous employment, employee will receive additional days for continuous employment. Earned vacation is based on the following schedule:

220 Day Schedule

Years of Service	Vacation Credit
1 to 3 years	5 days
4 to 5 years	6 days
6 to 7 years	7 days
8 to 9 years	8 days
10 to 12 years	9 days
13 years	10 days

- C. New full-time employees hired during the period beginning July 1 and ending June 24, with continuous employment through June 30 will become eligible for vacation credit according to the following schedule:

Vacation Credit

Date of Employment	260 Day Schedule	230 Day Schedule	220 Day Schedule
July 1 - Aug. 5	10 days		
Aug. 6 - Sept. 10	9 days		
Sept. 11 - Oct. 16	8 days		
Oct. 17 - Nov. 21	7 days	7 days	
Nov. 22 - Dec. 27	6 days	6 days	
Dec. 28 - Feb. 1	5 days	5 days	5 days
Feb. 2 - Mar. 8	4 days	4 days	4 days
Mar. 9 - April 13	3 days	3 days	3 days
April 14 - May 19	2 days	2 days	2 days
May 20 - June 24	1 day	1 day	1 day

- D. New employees terminating will be eligible for vacation pay if they have satisfactorily com-

pleted their three-month probationary period. Likewise, employees will become eligible for vacation credit only after they have completed their three-month probationary period.

- E. The responsibility for approval of an individual's vacation schedule rests with the director of the division to which the employee is assigned.
 - 1. Normally, vacations should be scheduled during the period of June 1 through August 31. However, exceptions may be authorized by the appropriate division director:
 - a. In those individual circumstances for which exception is made in the written job specifications for a position.
 - b. In cases of emergency and/or as deemed advisable in the best interest of efficient operations of the public school system.
 - 2. All vacation accrued by July 1 of any given year should be scheduled and taken prior to June 30 of the following year. While the "carrying over" of vacation days is discouraged, in unusual circumstances a divisional director may authorize an employee to carry over vacation days beyond the June 30 date.
 - 3. The maximum allowable number of vacation days that may be scheduled at any one time shall be the total number of days that an employee has earned during the year prior to July 1.
- F. All earned vacation credit up to a maximum of twenty (20) days is paid upon separation

from employment and is computed on the basis of the current salary.

- G. Holidays will not be charged against an employee's vacation time when they occur during regularly scheduled vacation periods.
- H. Employees are not allowed to work for the Board during their scheduled vacation time and receive additional pay for such time worked. Any exceptions, due to an emergency situation, must have prior approval of the Superintendent of Schools.

ARTICLE XII: EMPLOYMENT BENEFITS

- A. Effective July 1, 1983, the Board shall pay \$125 per month for each permanent employee who works twenty (20) hours or more per week as full payment of membership in the Board provided group health plan. This plan shall provide health coverage for the employee and dependents, if any, in accordance with the terms, conditions, and exclusions of the plan. The Board shall continue to pay full membership in the plan for any eligible employee who suffers a continuing total disability for a period not to exceed 180 calendar days after the date of the commencement of the total disability. All actions and decisions under this health plan shall be made in accordance with rules and regulations established by the Business Services Division.
- B. An employee who retires or resigns honorably after reaching age fifty-five (55) years or ten (10) years in the employ of the Board shall be eligible for a severance payment.

The amount of the severance payment for which the employee is eligible shall be computed by multiplying the sum of the number of unused temporary leave days which the employee has accumulated plus the number of unused vacation days which the employee has accumulated in excess of the number which he/she is still eligible to take by fifteen (15) dollars.

For those employees paid by the hour the severance payment will be computed by multiplying the accumulated hours by \$1.875 per hour.

The severance payment shall be made to the eligible employee in accordance with regular payroll procedures and shall be subject to all applicable deductions.

Any employee who applies for retention of employment prior to retiring for the purpose of KPERS is not eligible for such severance payment at that time.

- C. The Board shall provide a group term life insurance policy with individual limits of \$15,000 for all permanent employees who work twenty (20) hours or more per week.

Any increase in the life insurance coverage for an employee shall not be effective until that employee reports or is able to report for work on or after the effective date of such increase.

- D. Effective August 1, 1983, the Board shall provide short term disability income protection coverage for all classified employees who are eligible to accumulate temporary leave. This

coverage in substance shall ensure that eligible classified employees shall be compensated in accordance with the terms, conditions and exclusions of such coverage for hereinafter specified periods of total disability resulting from occupational or non-occupational illness or injury at a rate of seventy percent (70%) of the employee's regular hourly rate. Such compensation shall be subject to all applicable deductions. The periods of total disability for which payments are to be paid hereunder shall commence on the sixth working day following the expiration of the last day of the employee's temporary leave days and shall continue to the date which is one hundred eighty (180) calendar days after the date of commencement of the total disability for which this, or any other benefit, is being paid. In the event of a single and total disability for a continuous period of thirty (30) days or more from the first day of disability, the employee's first five (5) working days of disability income protection compensation for such disability shall be paid retroactively.

The employee's disability income protection compensation shall be reduced by personal Social Security benefits and any worker's compensation total disability payments as herein provided. If subsequent to the commencement of compensation for disability income protection, it is determined that the illness or accident for which compensation has been made under this section arose out of or in the course of the employee's employment, the employee's compensation shall revert to worker's com-

compensation disability payments, and the employee's disability income protection compensation shall be reduced by any retroactive payment of worker's compensation total disability payments.

- E. The Board shall participate in the Kansas Public Employees Retirement System in accordance with KSA 74-4931, et seq.
- F. The Board shall continue under the Kansas Worker's Compensation Law to provide worker's compensation coverage for all employees. For any day that an employee receives total disability under the Worker's Compensation Law for compensable illness or accident arising out of or in the course of his/her employment, the employee's payment for temporary leave shall be reduced by one hundred percent (100%) of the amount of worker's compensation total disability payment received by that employee.
- G. The Board shall purchase a comprehensive general liability policy with a minimum \$300,000 single limit of liability and including employees of the school district as additional insureds.
- H. The Board, under the Kansas Employment Law, shall provide unemployment compensation for all eligible employees.

ARTICLE XIII: TEMPORARY LEAVE

- A. Employees are eligible to accrue temporary leave days if they are working in a permanent position 20 hours or more per week. Temporary leave days are computed on a common factor for all eligible employees based on one (1) day

earned for every fifteen (15) days in pay status.

- B. Each employee who is eligible to accrue temporary leave days shall be granted the number of days to which he/she is entitled for a year on the first day that the employee reports for work on or after July 1. Temporary leave days will be prorated for any eligible employee who works less than full time or who is hired after July 1. Temporary leave days granted shall be added immediately to the employee's accumulation. Probationary employees will not be granted any temporary leave days in advance of such days being earned.
- C. Unused temporary leave days shall be cumulative without limit.
- D. Accumulated temporary leave days may be used for:
 - 1. Personal illness, injury, or incapacitation up to the maximum of the number of days the employee has accumulated. However, no employee may use temporary leave days for any single such disability beyond 180 calendar days from the first day of the disability. On or before the end of the thirty (30) calendar days from the beginning date of the disability, the employee and his/her physician shall furnish medical information on a form provided by the Business Services Division. An employee must have returned to work for a minimum of five (5) consecutive work days for the recurrence of a disability to be considered a new disability.

2. Illness, injury, or death in the immediate family up to a maximum of fourteen (14) days per fiscal year. Immediate family is defined as spouse, child, inlaw of these, inlaw, grandchild, parent, grandparent, sibling, and any person having been regularly living in the same household.
3. Personal business up to a maximum of three (3) days per fiscal year. Temporary leave days for personal business shall be granted as long as regular work assignments can be carried on. However, temporary leave days for personal business shall not be used to extend vacation and/or to extend adopted Board approved holidays. Personal business leave is provided for the employee who is confronted with serious and urgent individual or family problems, emergency situations, or legal demand which cannot be attended to at any time other than through the employee's duty day. Personal business leave may be used in the event of the illness or death of a friend or any other relative not identified as a member of the immediate family. Personal business leave is not provided for recreation or avocational activities. The employee is not required to give the specific reason or nature of the personal business but must state that it falls within the above definition.
4. Temporary active duty up to a maximum of fourteen (14) days per fiscal year. Leave for temporary active duty is provided the employee who is a member of a reserve

military unit which is ordered to active duty as a result of an emergency or disaster.

5. Paternity leave up to a maximum of one (1) day per fiscal year. Paternity leave is provided for the father to attend the birth of his child.
- E. When an employee is absent from his/her assignment for any of the above reasons, such absence shall be a chargeable absence and the number of days of such chargeable absence shall be subtracted from his/her accumulated temporary leave days. Absence for a part of a day for nonhourly employees shall be charged as temporary leave in amounts no smaller than one-half ($\frac{1}{2}$) day. Absence for a part of a day for hourly employees shall be charged as temporary leave in amounts no smaller than one-half ($\frac{1}{2}$) hour.
- F. Absences in excess of accumulated temporary leave or in excess of the specified limits are deducted from the employee's salary at a daily rate for each day of such excess. However, the specified limits may be extended by the Superintendent upon written request by the employee if the employee has accumulated sufficient days.
- G. All chargeable absences that continue beyond the specified limits, all absences without leave, all absences, which are too frequent, and all chargeable absences which end without the employee giving proper advance notice shall be subject to review and appropriate action by the Personnel Services Division.

H. Employees who suffer a roofing pitch burn(s) may be authorized to a maximum of five (5) consecutive temporary leave days for a given injury which shall not be charged to their individual accumulation of temporary leave. No employee shall leave the job site claiming a roofing pitch burn without the supervisor's approval.

If at any time the supervisor feels an employee is abusing this policy the supervisor may request a doctor's statement to verify injury. Claims of injury proven false or fraudulent could result in disciplinary action when so verified by the immediate supervisor.

- I. Any former employee, upon satisfactory completion of the probationary period, will have temporary leave days accrued at the time of separation reinstated unless severance compensation has been paid for such leave days.
- J. If temporary leave is claimed in excess of five (5) days for an illness, injury, or incapacitation, certification by a physician may be required before the salary for the period of leave is paid.
- K. In accordance with the provisions of Kansas Labor Laws, (KSA, 1978 Supp. 25-418) persons entitled to vote at a general or primary election shall be entitled to absent themselves from their employment under the circumstances and for the period of time described therein.
- L. Employees desiring to be off duty for any reason should make arrangements with their supervisors as far in advance as possible.

ARTICLE XIV: EXTENDED LEAVE

Employees may be granted extended leave without pay or benefits subject to approval of the Board for health, maternity, paternity, adoption, military service, study, campaigning for or serving in public office, or for professional activities. Such leaves are subject to the provisions of the Board policy on Extended Leaves.

ARTICLE XV: NO STRIKE - LOCKOUT CLAUSE

- A. The Union shall not authorize, cause, aid, ratify, condone nor shall any bargaining unit employees take part in, aid, render assistance to, or support any strike, sit-down, slow-down, stoppage of work, boycott, picket, or other interruption of work at any facilities or in the operation of the school district.
- B. The Board agrees that during the term of this agreement there will be no lockout. Lockout is defined in KSA 75-4322(r) as any action taken by the Board to provoke interruptions of or prevent the continuity of work normally and usually performed by the employees for the purpose of coercing the employees into relinquishing rights guaranteed by this act.

ARTICLE XVI: GRIEVANCE PROCEDURE

- A. It is the right of an employee to seek relief to any problem as specified in the Grievance Procedure. A grievance shall be defined as a violation or alleged violation of the terms of this agreement.

- B. An employee or a group of employees shall seek a solution to a grievance at the immediate level of administration having the authority to make necessary adjustments.
- C. Within fifteen (15) regular work days from the occurrence of a grievance, the aggrieved shall seek a review and, if possible, resolve the problem with the immediate supervisor. However, an employee or the Union may consult directly with the Director of Classified Personnel concerning an unusual grievance.
- D. If further action is required, the aggrieved has fourteen (14) regular work days from the review with the immediate supervisor to file a written, formal grievance with the Director of Personnel Services. The written grievance will contain the issues of grievance and supporting data.
- E. A closed administrative hearing will be called and conducted by the Director of Personnel Services within forty (40) regular work days after the grievance is filed.
 - 1. The petitioner will be informed in writing of the time, date, and place of the hearing at least five (5) regular work days prior to the date set.
 - 2. The petitioner may be represented by counsel and/or have witnesses at the hearing.
 - 3. Within ten (10) regular work days following the conclusion of the review, the petitioner will be given a written decision of the administrative review.
- F. A Classified Personnel Grievance Committee will be established for the purpose of impar-

tially hearing termination grievances for the petitioner represented by the bargaining unit. Should the decision rendered by the Director of Personnel Services be unsatisfactory to the petitioner, within ten (10) regular work days following the rendering of the decision, the petitioner may appeal to the Classified Personnel Grievance Committee.

1. The Grievance Committee (hearing termination grievances only) shall be composed of:
 - a. One member to be appointed by management
 - b. One member to be appointed by the Union
 - c. One member to be selected by mutual consent of the heretofore mentioned parties. The member selected by mutual consent shall not be part of management or the Union.
2. The Grievance Committee hearing the grievances as may arise due to terminations only will submit their recommendations to the Superintendent of Schools for managerial action.
3. Should the termination grievance not be resolved in the Office of the Superintendent, the Grievance Committee through the Superintendent will present their recommendations to the Personnel Resource Member of the Board of Education and/or a committee thereof for final review.
4. The petitioner will be given a written decision of the Board within thirty (30) regu-

lar work days following the conclusion of the hearing.

5. The final decision lies with the Board of Education.
- G. Should the decision (relating to grievances other than termination grievances as outlined in Item F above) of the administrative review be unsatisfactory to the petitioner, within ten (10) regular work days of the rendering of the decision, the petitioner may make a written request for appeal to the Personnel Resource Member of the Board of Education.
1. The petitioner shall file a request for appeal with the Personnel Resource Member of the Board, and a copy of the appeal will also be sent to the Superintendent of Schools.
 2. The Superintendent will set a hearing date not less than ten (10) regular work days or more than forty (40) regular work days after such an appeal is filed with the Personnel Resource Member of the Board, and the petitioner will be informed in writing of the time, date, and place of the hearing at least five (5) regular work days prior to the hearing.
 3. The petitioner may be represented by another individual and/or have witnesses appear at the hearing.
 4. The Board of Education, or a committee thereof, shall conduct the hearing in executive session unless the employee requests an open hearing.
 5. The petitioner will be given a written decision of the Board within thirty (30) reg-

ular work days following the conclusion of the hearing.

6. The final decision lies with the Board of Education, except that the employee shall have other remedies or appeals as are provided by the federal or state constitutions or by law.
- H. No employee shall be subject to any reprisal or discrimination by reason of the exercise of his/her rights under this Grievance Procedure or any appeal provisions set forth herein.

APPENDIX A:

CLASSIFIED PERSONNEL SALARY SCHEDULE Hourly Rated Classified Personnel Salary Schedule Effective July 1, 1983 through June 30, 1984

STEP	1	2	3	4	5	6	7	8	9	10	11	12		X*	Y
RANGE															
A	\$4.43	\$4.52	\$4.62	\$4.73	\$4.84	\$4.96	\$5.08	\$5.22	\$5.36	\$5.50	\$5.65	\$5.82		\$5.98	\$6.15
B	4.58	4.68	4.80	4.91	5.03	5.16	5.30	5.44	5.59	5.75	5.91	6.08		6.26	6.44
C	4.76	4.87	4.99	5.11	5.25	5.39	5.53	5.68	5.85	6.01	6.18	6.37		6.55	6.75
D	4.94	5.06	5.19	5.33	5.47	5.62	5.78	5.94	6.11	6.29	6.47	6.66		6.86	7.06
E	5.14	5.28	5.42	5.56	5.72	5.88	6.04	6.22	6.40	6.58	6.78	6.98		7.19	7.40
F	5.36	5.50	5.65	5.81	5.97	6.14	6.32	6.50	6.70	6.89	7.09	7.31		7.52	7.75
G	5.59	5.75	5.91	6.07	6.25	6.43	6.61	6.81	7.01	7.22	7.43	7.65		7.88	8.11
H	5.84	6.00	6.17	6.35	6.53	6.73	6.92	7.12	7.34	7.55	7.78	8.01		8.25	8.49
I	6.10	6.28	6.46	6.64	6.84	7.04	7.25	7.46	7.69	7.91	8.14	8.39		8.63	8.89
J	6.38	6.56	6.76	6.95	7.15	7.37	7.58	7.81	8.04	8.28	8.52	8.78		9.03	9.30

*For explanation of X and Y merit step placement refer to Board Policy 4517.05

BOARD OF EDUCATION POLICIES

The following Board of Education policies, currently in force, may be of interest to classified personnel and are summarized for their information. Complete copies of these policies may be found in each building office and are available for inspection.

P900.00 Integration and Desegregation

P910.00 Civil Rights Resolution

P4025.00 Equal Opportunity Employment

These policies provide that there will be no discrimination in employment practices, that the Board is an equal opportunity employer, and that the Board will engage in affirmative action.

P4505.01 Salary Placement Procedures

This policy shows how an individual employed by the Wichita Public Schools will be placed on a Range as identified in the Board-approved classified personnel classification plan. The exact Step or the Range will be determined by the Division of Personnel Services after consideration of the individual's work, education and/or training.

P4506.00 Classified Employee Protection

This policy stipulates ways in which the Board of Education agrees to afford protection for classified employees, and agrees to strive continually to provide working conditions free of hazards which would endanger the health, safety, or well-being of all employees.

P4510.015 Orientation and Inservice Training

This policy provides for all new employees the opportunity to be given preassignment and inservice instruction relative to job requirements, working conditions, benefits and specific circumstances required by and related to their individual positions.

P4517.01 Performance Evaluation

This policy spells out the procedures which are utilized in evaluating the performance of classified employees.

P4517.012 Suspension and/or Dismissal

This policy sets forth the general categories for suspension and dismissal. The policy provides that the time limit for any suspension shall not exceed five working days for disciplinary reasons.

P4517.02 Anniversary of Employment

This policy defines procedures used for identifying an anniversary date of employment for each classified employee for purposes of advancement on the salary schedule.

P4517.03 Probationary Status

This policy defines the initial probationary period of an employee as three months. In addition, the policy provides that an employee whose work performance is determined as not meeting the minimum requirements may be placed immediately on probation for a period not to exceed 90 days, during which time efforts will be made to improve the quality of work performance of the employee or the employee may be terminated.

P4517.04 Termination

This policy provides that, except in emergency situations, employees shall be given a two weeks' notice of proposed termination. The policy sets forth the procedures which are followed in terminating an employee.

P4517.05 Merit Rating - Classified Employees

This policy sets forth the procedures which are followed in recommending and granting merit pay increases for employees who have demonstrated high quality of job performance.

P4550.00 Major Emergency Work

This policy specifies that when a major emergency work situation has been declared by the Superintendent of Schools, salary rates can be adjusted for those who are working on the major work situation. The policy specifies wage rates during a work situation for employees who are asked to remain on standby duty and specifies the maximum hours which may be worked in a given period of time. In addition, the policy provides that work schedules may be altered to meet the major emergency work requirements.

AGREEMENT

BETWEEN

THE BOARD OF EDUCATION
of

USD 259

Wichita, Kansas

AND

THE SERVICE EMPLOYEES' UNION

Local No. 513

AFL-CIO, CLC

JULY 1, 1983 - JUNE 30, 1985

/s/ Art Weach Dean Lang

Union Local 513

/s/ Benton Otte

Union Local 513

/s/ Mary R. Schultz

Union Local 513

/s/ Duffa Hart

Union Local 513

/s/ Harold L. Myrtle

Union Local 513

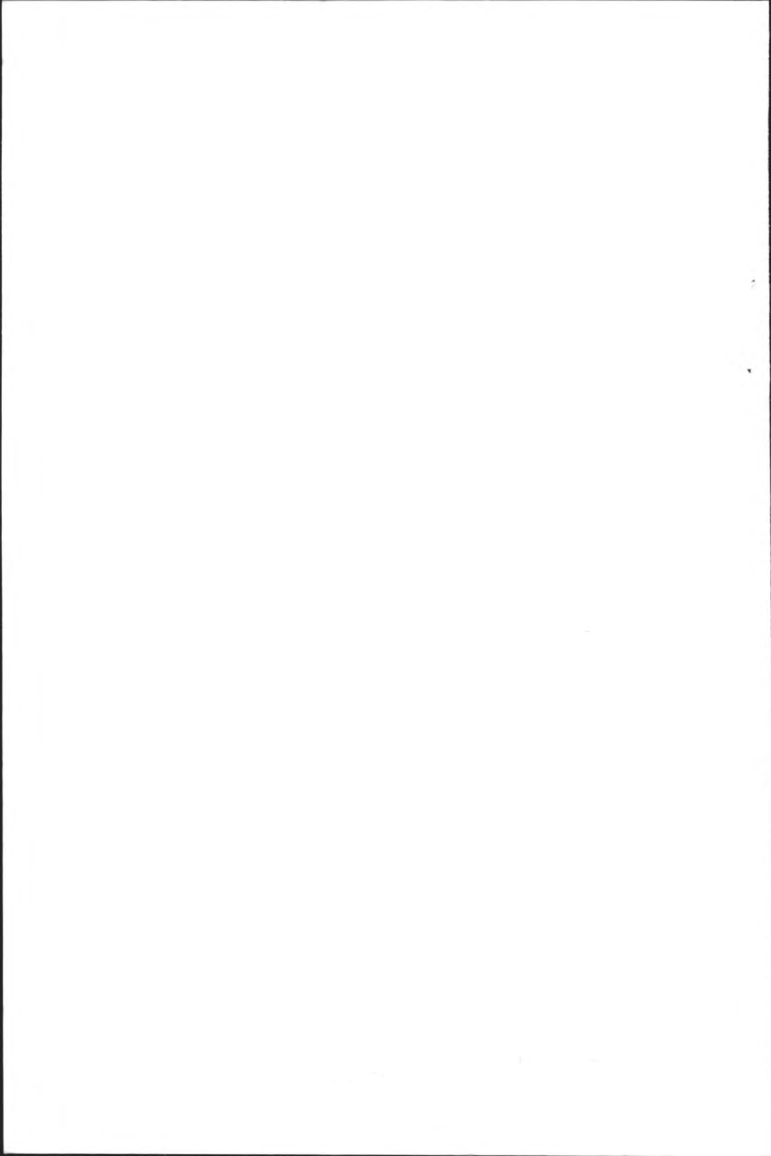
/s/ Winnie R. Jackson

Union Local 513

/s/ Joyce Focht

Board of Education

Joyce Focht



617 12 30 21 1/2 3 013 03

WICHITA PUBLIC SCHOOLS
ADMINISTRATION BUILDING
428 South Broadway
WICHITA, KANSAS 67202

September 2, 1983

Division of Personnel Services

SEP 22 1983

Ms. Phyllis Brown
Department of Labor
441-G Street, Room 2844
N.W. Washington, D. C. 20212

Dear Ms. Brown:

As per our telephone conversation today you will find enclosed the following:

1. Agreement Between Board of Education *# 830422*
Unified School District 259
Sedgwick County
Wichita Kansas
and
NEA-Wichita
July 1, 1983 - June 30, 1985
EES = 2,950
2. Agreement Between the Board of Education *# 830018*
of USD 259
Wichita Kansas
and
The Service Employees' Union
Local 513, AFL-CIO, CLC
July 1, 1983 - June 30, 1985
EES = 1,150

If you have further questions relative to this communication please do not hesitate to contact my office.

Sincerely,

Alvin E. Graham

Alvin E. Graham, Director
Classified Personnel
Equal Employment Opportunity Officer

mp

Enclosures (2)